



Amendment No. 1
to
Contract No. NA190000175
For
Wildlands Fencing
Between
Hill Country Fence, Inc.
and the
City of Austin

1.0 The Contract is hereby amended as follows: Change the vendor information as requested and documented by the vendor.

	From	To
Vendor Name	Hill Country Fence, Inc.	Hill Country Fence, Inc.
Vendor Code	V00000926847	HIL8312630
FEIN		

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No. 1 is hereby incorporated into and made a part of the Contract.

A handwritten signature in blue ink that reads "Linell Goodin-Brown".

Linell Goodin-Brown
Contract Management Supervisor II
City of Austin, Purchasing Office

12-6-19

Date



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

September 23, 2019

Hill Country Fence, Inc.
Lee Hodge
Owner
6500 E. Hwy 71
Spicewood, TX 78669
hcfinc@austin.twcbc.com

Dear Mr. Hodge:

The Austin City Council approved the execution of a contract with your company for Wildlands Fencing in accordance with the referenced solicitation.

Responsible Department:	Austin Water
Department Contact Person:	Darrell Richmond
Department Contact Email Address:	Darrell.Richmond@austintexas.gov
Department Contact Telephone:	512-972-0313
Project Name:	Wildlands Fencing
Contractor Name:	Hill Country Fence, Inc.
Contract Number:	MA 2200 NA190000175
Contract Period:	9/23/19 – 09/22/2021
Dollar Amount	\$3,610,000
Extension Options:	3 x 12-month options (1,805,000 per option)
Requisition Number:	RQM 19040500444
Solicitation Type & Number:	IFB 2200 GLB1013REBID
Agenda Item Number:	53
Council Approval Date:	9/19/19

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Osiris Valdez
Procurement Specialist II
City of Austin
Purchasing Office

cc: Darrell Richmond
Fredrick Hudson
Andres Ramirez



CITY OF AUSTIN, TEXAS
Purchasing Office
INVITATION FOR BID (IFB)
OFFER SHEET

SOLICITATION NO: IFB 2200 GLB1013REBID

DATE ISSUED: May 6, 2019

REQUISITION NO.: RQM 19040500444

COMMODITY CODE: 98815

COMMODITY/SERVICE DESCRIPTION: Wildlands Rough Terrain
Fencing Services

PRE-BID CONFERENCE TIME AND DATE: May 22, 2019 @ 8:30
AM

LOCATION: 124 W. 8th Street Austin, TX 78701 3rd Floor
Conference room

There will be a site visit right after Pre-Bid.

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

Georgia Billela
Procurement Specialist III

Phone: (512) 979-2939

E-Mail: Georgia.billela@austintexas.gov

BID DUE PRIOR TO: May 30, 2019 @ 2:00 PM

BID OPENING TIME AND DATE: May 30, 2019 @ 3:00 PM

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE BID OPENING ONLINE:

**For information on how to attend the Bid Opening online, please select
this link:**

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired,
as shown below:

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # GLB1013REBID	Purchasing Office-Response Enclosed for Solicitation # GLB1013REBID
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor agrees, if this Offer is accepted within **180** calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (USB FLASH DRIVE) OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200 V2	STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	6
0500	SPECIFICATION	15
ATT A	ATTACHMENT A – FENCE CONSTRUCTION DATA SHEET	2
ATT B	ATTACHMENT B – DRAWINGS	2
ATT C	ATTACHMENT C – WATER GAP PHOTOS	2
ATT D	ATTACHMENT D – WILDFIRE PREVENTION PLAN	1
ATT E	ATTACHMENT E – OAK WILT POLICY	2
0600	BID SHEET – Must be completed and returned with Offer	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810 V2	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION, UPDATED JUNE 26, 2018	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete, sign and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable	3

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Hill Country Fence, Inc.

Company Address: 6500 E. Hwy 71

City, State, Zip: Spicewood, TX 78669

Vendor Registration No. V00000926847

Printed Name of Officer or Authorized Representative: Lee Hodge

Title: Owner

Signature of Officer or Authorized Representative: 

Date: May 25, 2019

Email Address: hcfinc@austin.twcbc.com

Phone Number: 830-798-9883

*** Completed Bid Sheet, section 0600 must be submitted with this signed Offer sheet to be considered for award**

ACCEPTANCE:

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. MA 2200 NA190000175.

CITY OF AUSTIN

Awarded this 23 day of September, 2019


Signature

Matthew Duree, Procurement Manager
Printed Name and Title of Authorized Person

09/23/2019
Date

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

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harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS: The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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13. **PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. **TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
 - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

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required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

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30. DELAYS:

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

- A. Definitions:
 - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
 - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

- A. General Requirements.
 - i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
 - ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

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City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

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Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

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39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

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48. DISPUTE RESOLUTION:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. JURISDICTION AND VENUE: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. INVALIDITY: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. HOLIDAYS: The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

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Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

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- iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

56. PROHIBITION OF BOYCOTT ISRAEL VERIFICATION

Pursuant to Texas Government Code §2270.002, the City is prohibited from contracting with any "company" for goods or services unless the following verification is included in this **Contract**.

- A. For the purposes of this Section only, the terms "company" and "boycott Israel" have the meaning assigned by Texas Government Code §2270.001.
- B. If the **Principal Artist** qualifies as a "company", then the **Principal Artist** verifies that he:
 - i. does not "boycott Israel"; and
 - ii. will not "boycott Israel" during the term of this **Contract**.
- C. The **Principal Artist's** obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2270 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.

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SUPPLEMENTAL PURCHASE PROVISIONS
IFB 2200 GLB1013REBID**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to georgia.billela@austintexas.gov no later than close of business May 23, 2019.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).

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IFB 2200 GLB1013REBID**

- (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 24 months. The Contract may be extended beyond the initial term for up to 3 additional 12-month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
 - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 180 days unless mutually agreed on in writing).
 - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be

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extended on the same terms and conditions for an additional period as indicated in paragraph A above.

- D. Prices are firm and fixed for the first twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed and emailed to the address below:

- Monica.pauliuc@austintexas.gov
- Fredrick.hudson@austintexas.gov
- AWPUR@austintexas.gov

	City of Austin
Department	Austin Water Department
Attn:	Monica Pauliuc
Address	3621 South FM 620
City, State Zip Code	Austin, Texas 78738

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
6. **LIVING WAGES: The City's Living Wage Program, Rule R161-17.14, is located at:**
<http://www.austintexas.gov/edims/document.cfm?id=277854>
- A. The minimum wage required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is \$15.00 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$15.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) directly assigned to providing services under the resultant contract including their name and job title. The

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list shall be updated and provided to the City as necessary throughout the term of the Contract.

- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's assigned Contract Manager with the first invoice, individual Employee Certifications for all Contractor Employees (and all tiers of Subcontracting) directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each Contractor Employee (and all tiers of Subcontracting) directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.
- E. Contractor shall submit employee certifications for Contractor Employees (and all tiers of Subcontracting) annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for Contractor Employees (and all tiers of Subcontracting) added to the contract and/or to report any employee changes as they occur.
- F. The Department's assigned Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

7. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

- A. On June 14, 2018, the Austin City Council adopted Ordinance No. 20180614-056 replacing Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly had communication restricted in the ordinance section 2-7-104 during the No-Lobbying Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: https://assets.austintexas.gov/purchase/downloads/New_ALO_Ordinance_No_2018_0614-056.pdf and is also included in the Solicitation, Section 0200 V2, Solicitation Instructions June 26, 2018.

8. **ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed ten percent (10%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more-line items made pursuant to this provision.

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Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 50%	
Database Name: Producer Price Index	
Series ID: CEU2000000003	
<input checked="checked" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: Average hourly earnings of all employees, construction	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: Category 1 & 2	

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- E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

- F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.
8. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).
- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.
10. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Rick Hudson

(512) 972-1684

Fredrick.Hudson@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

**CITY OF AUSTIN
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1.0 Purpose

This specification establishes the minimum requirements for the purchase, installation and maintenance of barbed wire, net wire, high game fencing, and removal and replacement of game fencing, barbed wire, and net wire fencing and related products. The fences provide security for and manage wildlife on the Balcones Canyonlands Preserve (BCP) and the Water Quality Protection Lands (WQPL) in Travis, Hays, and Williamson Counties. Fencing installation, removal, maintenance and replacement shall be provided on an as needed basis. The City reserves the right to add or delete sites or departments as deemed necessary.

Any services that have been omitted from this specification which are clearly necessary or in conformance with fencing, shall be considered a requirement although not directly specified or called for in this scope of work. Where there is conflict, these specifications will govern.

2.0 Background

2.1 The Fencing Services Described - Various locations of Austin Water Wildlands properties. Most of the fencing shall be installed in a rural setting, and some shall be installed next to suburban and/or rural neighborhoods.

2.2 New Fencing Installation - The Contractor shall provide materials and services for new installation of game (woven wire), net wire, and barbed wire fencing. Wire shall be double wrapped at terminal locations. All splices shall be Western-Union type.

2.3 Fencing Scheduled Maintenance and Repair Services - There are two designated types of fence repair: Scheduled Maintenance and Emergency Repair. Austin Water retains the right to designate which type of fence repair and fence repair projects fall under. The Contractor shall provide materials and services needed for the repair of existing net wire/barbed wire fences to match existing.

2.3.1 Scheduled Maintenance - For maintenance the City designates as Scheduled Maintenance, prior to beginning work, the Contractor and Contract Manager or designee shall agree upon a schedule of work at project kickoff meeting.

2.3.1.1 Fence, water gap, and Gate(s) repair due to wear and tear and climate.

2.3.1.2 Replacement of existing fencing and water gaps that have become dilapidated or other new installations not associated with another project.

2.3.2 Emergency Repair - For a repair the City designates as an Emergency Repair, The Contractor shall commence within 24 hours of notification and complete repairs within 72 hours upon written notification from the Contract Manager or designee. Common occurrences requiring emergency repair status include, but are not limited to:

2.3.2.1 Vehicle collision into fences and gates with damage ranging between 10' to 100' of fencing.

2.3.2.2 Vandals cutting holes in fences.

2.3.2.3 Weather/Flood related events damaging fences, water gaps, and gates.

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- 2.3.2.4 Issues on fences and gates; particularly automated gates, such as electronic failure, hinge failing, or cantilevered gate wheels failing.
- 2.3.2.5 If the extent of damage is such that repairs cannot be completed in 72 hours and shall require additional time, the Contractor shall communicate in writing (e-mail) to the Contract Manager or designee the reason(s) repair is delayed. A shortage of labor shall not be an acceptable reason to delay repairs. Common acceptable reasons for repair delay(s) would be:
 - 2.3.2.5.1 Additional time required to custom build a gate that has been damaged or requires special order materials.
 - 2.3.2.5.2 Weather conditions, inclement weather, very wet weather.

3.0 Tasks/Requirements

3.1 Contractor's General Responsibilities

The Contractor shall:

- 3.1.1 Comply with additional specifications included in the fence construction data sheet and general construction criteria, see Attachment A
- 3.1.2 Operate, on a full-time basis, a fence installation and repair company, have a permanent business address, telephone, adequate equipment and materials to execute fully the requirements of this scope of work. All materials purchased by the Contractor shall be purchased on an as-needed basis and shall be approved prior to the purchase by the Contract Manager, Tract Manager or designee.
- 3.1.3 Have at minimum three years' experience clearing vegetation and building fences in area of the Texas Hill Country Area that consist of surface Limestone and rough steep terrain or approved terrain that have Texas Hill Country characteristics. The Texas Hill Country is delineated from Junction to Waco, and San Antonio to Ft. Worth.
- 3.1.4 Have the capability to work simultaneously at different jobsites with different fence designs.
- 3.1.5 Provide qualified supervisors and workers who are certified and/or skilled to operate equipment needed to perform these services. The Contractor shall provide copies of employee certifications to the Contract Manager with bid submittal.
- 3.1.6 Designate a responsible, English speaking, representative in charge of work, who shall be at the work site during work hours and who shall serve as the Contractor's official representative, having the authority to act for the Contractor.
- 3.1.7 Have at minimum two work crews with an English-speaking Supervisor. The Contractor work crews shall consist of at least six (6) crew members.

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- 3.1.8 Provide a Single Point of Contact (SPOC) who is skilled, knowledgeable, and experienced in providing wildland rough terrain fencing projects. The SPOC shall have the authority to dispatch Contractor personnel; and shall have full decision-making authority for all services provided under this Contract.
- 3.1.8.1 The SPOC shall be available and on-call twenty-four (24) hours daily including weekends and holidays. Contractor shall provide the office number, email address, and cell phone number for the SPOC. During times the SPOC is unavailable (due to vacation, travel, etc., for example), the Contractor may provide a designee for the SPOC. The designee shall meet the same requirements as specified for the SPOC within this SOW and shall have the same authority as the SPOC.
- 3.1.9 Be responsible for locating, marking and avoiding buried underground pipelines and other underground utilities by contacting Texas One Call as directed by Texas State Law.
- 3.1.10 Preserve clearly mark all iron rods, pipe, nails, and other permanent boundary survey markings for future reference by City staff. Surveys will be provided by City to include documented survey rods and lattice to the Contractor at the project Kickoff Meeting for their use as a reference.
- 3.1.11 Not negatively impact neighborhood property in any way including, but not limited to:
- Littering
 - Damaging lawns, trees, or other plants
 - Harming or endangering pets
 - The City reserves the right to add to this list in the event of a citizen or public complaint.
- 3.1.12 If the Contractor does negatively impact private land adjacent to City property, the Contractor will be notified by Contract Manager or designee and the Contractor shall be responsible for corrective measures to resolve the issues. The Contract Manager, Tract Manager or designee may determine compliance by documented pictures of damage site before and after.
- 3.1.13 Be responsible for damage to the sites or facilities caused by the Contractor's employees. The Contractor shall replace/repair damage to the satisfaction of the Contract Manager, Tract Manager or designee at no additional cost to the City. The Contractor shall notify the City of any damage, and complete repair/replacement of the damage within 24 hours of when the damage occurred. The Contractor may request from the City additional time to complete repair/replacement. The Contract Manager, Tract Manager or designee may determine compliance by documented pictures of damage site before and after.

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- 3.1.14 Provide toilet facilities at all jobsites, and for providing cleaning and maintenance for the toilet facilities. The Contractor shall ensure toilets are cleaned at least once per week.
- 3.1.15 Be responsible for disposing of fencing debris in accordance with all applicable federal, state and local laws.
- 3.1.16 Be responsible for containing trash within the work site during working hours and disposing of all trash by the end of working hours daily.
- 3.1.17 Be responsible for removing from the work site any fuel, lubricants, hydraulic oils or solvent spills by excavating contaminated soil and disposing in an approved facility in accordance with state and local regulations. In the event of any spill, The Contractor shall immediately notify via phone the Contract Manager or designee. Contract Manager or designee will then notify the tract manager for the associated site.
- 3.1.18 Not be present on any other part of the property and strictly limited to the construction site.
- 3.1.19 Ensure no employees are onsite outside of work hours without the permission of the City. The Contractor employees found in violation shall be considered trespassing and be subject to penalty.
- 3.1.20 Not collect any materials including but not limited to plants, animals, cultural materials for example but not limited to arrowheads.
- 3.1.21 Follow oak wilt prevention protocols including immediately spraying any cuts on oak with wound dressing or pruning spray and properly disinfecting cutting equipment between cuts on different oak trees to prevent the spread of oak wilt. The protocols can be reviewed in attached Attachment E and viewed at the following link:

http://www.austintexas.gov/sites/default/files/files/Planning/City_Arborist/Oak_Wilt_Policy.pdf.
- 3.1.22 Install fencing on the side of post nearest the property line or as otherwise requested by the Contract Manager, Tract Manager or designee. Existing fence line and property line do not coincide in all locations. New fence shall be inset no more than 6 inches from the property line (on City property) unless otherwise specified by Contract Manager, Tract Manager or designee.
- 3.1.23 Recognize that existing fence may serve as livestock containment for adjacent tracts of land. The Contractor shall coordinate with adjacent property owners/lessors to maintain integrity of livestock containment until the new fence is installed. The Contractor shall not remove any part of fence that cannot be erected and installed within twenty-four hours of old fence removal. The Contract Manager or designee shall provide the Contractor with adjacent property owner information for necessary coordination, if available.

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- 3.1.24 Use only wheeled equipment such as ATVs, tractors, or skid steers for removing, transporting, or loading of material. Rubber track skid steers are acceptable, after having demonstrated an ability to operate without damaging the property. Under no circumstances are Steel Tracks allowed on the property. Horses, Mules and Donkeys are acceptable to use when feasible, however no stabling of animals on the property and scat must be removed.
- 3.1.25 Perform no dozing or pushing of material across the ground. The Contractor may use tracked equipment if the Contractor demonstrates that the equipment can be operated in a manner that creates little to no soil disturbance, and it is reviewed and approved for use by Contract Manager or designee prior to project commencement.
- 3.1.26 Electrical Grounds – Electrical grounds shall be constructed where high voltage power lines pass over the fence and shall be installed directly below the point of crossing. The ground shall be accomplished with a copper clad rod, 8 feet in length and a minimum of 5/8 inch in diameter, driven vertically until the top is 6 inches below the ground surface. A Number 6 (#6) solid copper conductor shall be clamped to the rod and to the fence in such a manner that each element of the fence is grounded. Installation of ground rods shall not constitute a pay item and shall be considered incidental to fence construction.
- 3.1.27 Provide all necessary material meeting the following American Society for Testing and Materials (ASTM) Standards, to include:
- Fittings, fasteners, wire, stay, etc. - ASTM Design A-90
 - Electroplated zinc coatings - ASTM Design A-219
 - Galvanized steel wire - ASTM A116, Class 3
 - Galvanized steel pipe - ASTM A120
 - Schedule 40 Pipe Fittings, bolts, hardware - ASTM A153
 - Tension wire - ASTM A116
 - Barbed wire - ASTM A121, Class 1

4.0 Fence Installation and Removal Requirements

4.1 Project kickoff Meeting and Schedule

- 4.1.1 For each new fencing installation project and for scheduled maintenance projects, the Contractor shall attend a project kickoff meeting with Contract Manager or designee, and Tract Manager on BCP, to discuss a schedule of work within 3 calendar days of notification of new project by Contract Manager or designee. The meeting will set a schedule for work to be performed and material requirement for the project.
- 4.1.1.1 The Contractor will be provided surveys to include documented survey rods and lattice for reference.

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- 4.1.1.2 The Contractor will be provided tree species and clearing instructions for the project.
- 4.1.1.3 The Contractor shall prepare a Wildfire Prevention Plan at project kickoff meeting, see Attachment D.
- 4.1.2 The Contractor shall provide a timeline and material list and cost to the Contract Manager or designee for approval within 5 calendar days after project kickoff. The Contractor shall not order material without approval.
- 4.1.3 The Contractor shall invoice all material used for project at the percentage mark up of cost (**not to exceed 25%**) as indicated on Section 0600 Bid Sheet. The Contractor shall supply a receipt of purchased material cost with their invoice.
- 4.1.4 The Contractor shall begin work within 10 calendar days after project kickoff meeting.
- 4.1.5 The Contractor shall complete projects in sections as instructed by the Contract Manager or designee.
- 4.1.6 The Contractor shall notify the Contract Manager or designee of the intended work schedule and location, in writing by noon the day prior to commencing work. Work shall be restricted to Monday thru Friday, 8am- 5pm, unless prior approval is granted by the Contract Manager or Designee

4.2 Installation – Barbed Wire

The Contractor shall:

- 4.2.1 Install five strand barbed wire (12 ½ gage) fence with the top wire set at a height of approximately 52 inches and the bottom wire set no less than 6 inches from the ground. The Contractor shall ensure wire is double wrapped at terminal locations. The Contractor shall ensure all splices are Western-Union type.
- 4.2.2 Comply with additional specifications included in the fence construction data sheet and general construction criteria, see Attachment A.
- 4.2.3 Ensure line posts and corner braces are galvanized or painted steel minimum 2 7/8-inch pipe (Schedule 40 minimum). The Contractor shall fit the tops of the braces and line posts with watertight, malleable, galvanized/iron caps. H-braces, line braces, and corner braces shall be considered part of the structure and shall be included in the line item price and shall not be paid in separate.
- 4.2.4 Install line posts every 100 feet along the fence (2 7/8 inch minimum, set to a depth of 3 feet, with an above ground height of 5 feet). The Contractor shall install painted T posts every 20 feet (set to a depth of 16 inches) and galvanized steel fence stays every 10 feet.
- 4.2.5 Install double “H” braces at all gates, corners, angle changes greater than 20 degrees, end of length of wire (1320 feet) and pulling points. Each H Brace shall be 8 feet in width. Posts shall be the same size (2 7/8”) as line posts

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and set to the same depth (3 feet). Cross members shall be the same size (2 7/8") as posts, be saddle cut to fit posts (8 feet) and welded to posts. The Contractor shall paint all welds to prevent corrosion.

- 4.2.6 Ensure new gates are 16 foot galvanized 7-tube gates. The Contractor shall install with the top hinge facing down and the bottom hinge facing up.
- 4.2.7 Install two types of water gaps along barbed and net wire fences: suspended cable type and welded swing panel type. During the initial site meeting, all water gap locations will be determined by the Contract Manager, Tract Manager or designee prior to starting the project, for each fence project.
- 4.2.8 Suspended cable type shall be site specific. The pipe shall be a minimum of schedule 40, galvanized steel pipe, 4 inches in diameter. The diameter of the pipe shall be determined by the Contract Manager or designee.
 - 4.2.8.1 Ensure water gap consists of two 6 feet tall (above grade, but can vary with depth of gully), variable inch diameter galvanized steel pipe H-Braces on either side of the creek and one (or more) 6-10 feet tall (above grade), variable inch diameter galvanized steel pipe set in the middle of the creek.
 - 4.2.8.2 Set all posts to a depth of 4 feet in concrete, filling pipe and crowned on the top with concrete. The Contractor shall brace all posts associated with water gap with variable inch diameter galvanized steel pipe on the downstream side with the kicker and stand pipe for the brace set 4 feet deep in concrete.
 - 4.2.8.3 Connect with a 1/2 inch stainless steel cable the H-braces and center pipe, the Contractor shall install a series of hog panels (1/4" Wire), attached to the cable with hog rings. The Contractor shall ensure hog panels hang down and prevent trespassing while allowing the creek to pass unimpeded.
 - 4.2.8.4 Attach corrugated metal roofing material to the bottom 2 feet of the hog panel to help lift the panel during flood events.
- 4.2.9 Welded swing panel type shall be site specific and the diameter of the pipe determined by Contract Manager or designee but shall always be a minimum of schedule 40 galvanized steel pipe.
 - 4.2.9.1 Set a minimum 2 7/8-inch galvanized steel pipe in concrete approximately every 10 feet. The Contractor shall saddle cut and weld a cross pipe to each 2 7/8-inch post at a height of 4 feet until each corner is reached.
 - 4.2.9.2 Install minimum 3-inch ID, 4-6-inch-long pipe sections, establishing a swing sleeve. The Contractor shall install sleeves for mounting of swing gates to allow gates to open for flooding events.
 - 4.2.9.3 Ensure gates consist of minimum 1 7/8-inch Schedule 40 galvanized pipe with 10 feet hog panel (2"x4" openings, 1/4" wire) welded to the gate and connected to the cross pipe allowing the panel to swing to allow flood debris to pass through.
 - 4.2.9.4 Cap all posts with a galvanized steel cap and tack weld the cap in place. The Contractor shall place light gauge wire on the post and swing gate to secure it and deter trespassing.

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- 4.2.9.5 Set two strands of 12.5 gauge galvanized barbed wire above the post, holding the horizontal pipe and running the distance of the water gap.

4.3 Installation - Net Wire Fence

The Contractor shall:

- 4.3.1 Comply with additional specifications included in the fence construction data sheet and general construction criteria (see Attachment A).
- 4.3.2 Ensure line posts and corner braces are galvanized or painted steel minimum 2 7/8-inch pipe (Schedule 40 minimum). The Contractor shall fit the tops of the braces and line posts with watertight, malleable, galvanized/iron caps. H-braces, line braces, and corner braces shall be considered part of the structure and shall be included in the line item price and shall not be paid in separate
- 4.3.3 Install line posts every 100 feet along the fence (2 7/8 inch minimum, set to a depth of 3 feet, with an above ground height of 5 feet). The Contractor shall install painted T posts every 20 feet (set to a depth of 16 inches) and galvanized steel fence stays will be set every 10 feet.
- 4.3.4 Install double "H" braces at all gates, corners, angle changes greater than 20°, end of length of wire (1320 feet) and pulling points. Each H Brace shall be 8 feet in width. Posts shall be the same size (2 7/8") as line posts and set to the same depth (3 ft.). Cross members shall be the same size (2 7/8") as posts, be saddle cut to fit posts (8 ft.) and welded to posts. Contractor shall paint all welds to prevent corrosion. H-braces, line braces, and corner braces shall be considered part of the structure and shall be included in the line item price and shall not be paid in separate.
- 4.3.5 Construct all net wire segments of the fence utilizing galvanized woven wire (10-47-6-12 1/2 gauge with a height of 47 inches, 10 horizontal wires with graduated spacing, 6 inches spacing between vertical stays, 9 gauge top and bottom wire and 11-gauge intermediate wires.) Contractor shall ensure 2 strands of 12 1/2-gauge barbed wire top the net wire with top wire set to a height of 52 inches.
- 4.3.6 For all net wire and barbed wire fencing, the Contractor shall clear all junipers (cedars), and all oaks, elms, or other tree and brush species less than 8 inches in diameter at breast height from a 12-foot strip on the City side of the fence on the WQPL. The Contractor shall be responsible for removing all cut branches, trees, and/or shrubs, dragging them at least fifty (50) feet from the fence line and disbursing on-site without stacking above 2 feet in height and without causing any damage to caves, creeks or other sensitive areas.
- 4.3.7 Not grind or mulch woody material.
- 4.3.8 Remove and dispose of all portions of fence to be replaced.

4.4 Installation – Game Fence (Woven Wire)

The Contractor shall:

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- 4.4.1 Pipe Brace Assembly, Specifications: All pipe for end, corner braces, tree brace assemblies, gates, and flood gaps will consist of this following specs, referring to Attachment B, Drawings 1 & 2. : Two brace posts (12' x 3"), two cross members (8' x 2 3/8"), one angle brace (11' x 2 3/8"), and one angle brace foot (4' x 3"). Pipe shall be galvanized Schedule 40. Two assemblages are required for each corner and each tree brace. Brace assemblages on each side of a braced tree shall also include two additional horizontal cross members connecting the two braces together. H-braces, line braces, and corner braces shall be considered part of the structure and shall be included in the line item price and shall not be paid in separate
- 4.4.1.1 Weld angle braces to metal posts being braced and welds shall be painted to prevent rust.
- 4.4.1.2 Set posts and braces to a minimum of three feet deep and 6 inches wide in concrete.
- 4.4.1.3 Install braces at the end of every fence line, at corners less than 120 degrees, at each side of water gaps, and at gates.
- 4.4.1.4 Install braces around trees which the Contract Manager or designee has determined shall not be removed. This will be determined in the project kickoff meeting.
- 4.4.1.5 Set brace posts in concrete, see Attachment B drawings. Contractor shall mound concrete above grade to shed water away from posts. Contractor shall allow concrete to harden a minimum of 48 hours prior to exerting any pressure on the post.
- 4.4.2 Line Brace Assembly, Specifications: One brace post (12' x 3'), two angle braces (11' x 2-3/8"), and two angle brace feet (4' x 3"). Pipe shall be galvanized schedule 40.
- 4.4.2.1 Set posts a minimum of three feet deep in concrete.
- 4.4.2.2 Install line brace assemblies at changes in fence direction of 20 degrees or more and at major changes in grade in the fence line.
- 4.4.3 Line Pipe Posts, Specifications: Posts shall be 12' x 2 3/8". Pipe post shall be located and set on top of hips and in bottom of dips. Hips and dips include changes in topography that require additional bracing, but do not convey significant amounts of storm water and therefore, would not require a water gap.
- 4.4.3.1 Set pipe posts every 100 feet on center at a minimum depth of three feet in concrete.
- 4.4.4 Line Metal Tee Posts, Specifications: T-posts shall be 10' 6" or longer, depending on the area, studded T-type with anchor plates, with a minimum top dimension of 1 3/8" x 1 3/8" and not less than 1.50 pounds per foot.
- 4.4.4.1 Set T-posts every 10 feet on center at a depth of 18 inches.

4.5 Installation - Game Fence (Field Wire)

The Contractor shall:

- 4.5.1 Use two four-foot sections, one stacked on top of another, and overlapped by approximately four inches.

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- 4.5.2 Construct all field wire segments of the fence utilizing galvanized woven wire (10-47-6-12 1/2 gauge with a height of 47 inches, 10 horizontal wires with graduated spacing, 6 inches spacing between vertical stays, 9 gauge top and bottom wire and 11-gauge intermediate wires.) Contractor shall ensure 2 strands of 12 1/2-gauge barbed wire top the field wire with top wire set to a height of 52 inches.
- 4.5.3 Connect top and bottom sections with hog-rings every four feet.
- 4.5.4 Place fabric just above the ground line. In areas of irregular topography, distance of the wire and ground may vary from one to six inches. Water gaps, fence material, gates and other similar structures shall not be more than six inches from the ground.
 - 4.5.4.1 Miscellaneous Metal Parts: Fittings, fasteners, wire, stays, and miscellaneous parts shall have a protective metallic coating conforming to applicable ASTM, Design A-90 for hot-dipped galvanizing and A-219 for electroplated zinc coatings. Metal line, corner, gate and brace structure posts shall be new and of galvanized material.
 - 4.5.4.2 Barbed Wire, Specifications: Shall be Class 1, 12 1/2-gauge, two flat barbs of 14-gauge 2 point and spaced at four inches, galvanized medium carbon steel wire. Barbed wire shall conform to applicable ASTM, Design ASTM A121 for zinc-coated (galvanized) steel barbed wire.
 - 4.5.4.3 Ensure the finished fence includes a single strand of barbed wire at the top and a single strand of barbed wire at the bottom, to serve as tension wires. The top wire shall be located four to six inches above the top of the field wire and attached to each T-post and steel pipe. The bottom wire shall be attached to the bottom of the fence with hog rings at intervals no more than four feet apart.
 - 4.5.4.4 Wire Cable/Rope Specifications: Wire cable/rope shall be a twisted-strand, 5/16" minimum outside diameter with a breaking strength not less than four tons; or 3/8" minimum outside diameter, seven wire common grade wire strand.
 - 4.5.4.5 Tie Wire Specifications: Tie wire shall be a minimum 15-gauge galvanized steel wire.
- 4.5.5 Gate Posts and Bracing, Specifications: Gate Posts shall be three-inch OD tubular Schedule 40 pipe. Minimum gate width shall be 16 feet or two 8-foot gates for double vehicle gates. Gates shall be constructed of 1 5/8" OD frame minimum. All welds shall be painted to prevent rust. H-braces, line braces, and corner braces shall be considered part of the structure and shall be included in the line item price and shall not be paid in separate.
 - 4.5.5.1 Weld 2" x 4" welded wire panels to frame with the rectangle oriented vertically to inhibit climbing, with lockable latch and 180° capable Pintle and Post style hinges.
 - 4.5.5.2 Ensure that at a minimum, gate structure shall consist of two vertical posts and one horizontal brace at each end of a gate and shall be braced in the same manner as corner brace structures. H-braces, line braces, and corner braces shall be considered part of

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the structure and shall be included in the line item price and shall not be paid in separate.

- 4.5.5.3 Contractor shall be required to install additional bracing identified during the project kickoff meeting depending on topography. H-braces, line braces, and corner braces shall be considered part of the structure and shall be included in the line item price and shall not be paid in separate.
- 4.5.5.4 Ensure that the gate hinge bolts are turned inward so the gate cannot be removed once installed.
- 4.5.5.5 Ensure that gate panels are continuous across the top and conform to the topography in such a way as to leave a consistent 4"-6" gap (max.) at the bottom when closed.
- 4.5.5.6 Contractor shall be required to provide some ground forming or excavation identified during the kickoff meeting.

4.5.6 Water Gap Structures

- 4.5.6.1 Install water gap structures on creeks and gullies using at a minimum, two vertical pipe posts and two horizontal cross members, and one angle brace and brace foot, comparable to Exhibit C, on each side of a depression and above highest noted flood debris to ensure post stability from erosion or flooding. H-braces, line braces, and corner braces shall be considered part of the structure and shall be included in the line item price and shall not be paid in separate.
- 4.5.6.2 Determine at each site and in coordination with the Contract Manager or designee the location of water gap bracing and any special construction considerations/ modifications.
- 4.5.6.3 The Contractor shall be required to install additional bracing above the water gap bracing identified during the project kickoff meeting depending on topography
- 4.5.6.4 Stretch and terminate the fence wire at the point closest to the depression by wrapping and securing.
- 4.5.6.5 Stretch the fence material level across the water gap with a 3/8" wire cable/rope stretched between the pipe posts on each side of the water gap.
- 4.5.6.6 Attach (4" x 4" 1/4" wire) welded galvanized cattle panels connected to the cable with hog ring staples (9-gauge galvanized steel) and cut cattle panels to match the contour of the water feature.
- 4.5.6.7 Contour a 24" wide piece of galvanized metal attach to the bottom of the water gap on the upstream side to prevent brush from weaving into the panel and facilitate opening in a flood event.
- 4.5.6.8 Prevent livestock passage around the ends of the brace structures, see Attachment C.

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4.6 Special Conditions:

The Contractor shall:

- 4.6.1 Provide bracing around all trees greater than eight inches in diameter at breast height (DBH), where such trees are in the path of the game fence (six inches from the property line), unless otherwise indicated by the Contract Manager or designee. H-braces, line braces, and corner braces shall be considered part of the structure and shall be included in the line item price and shall not be paid in separate.
- 4.6.2 Ensure tree bracing is consistent with corner bracing on each side of the tree and includes two additional horizontal braces to connect the corner braces.
- 4.6.3 Terminate fence at corner and wrap around farthest post.
- 4.6.4 Weld 2" x 4" galvanized cattle panels to braces (oriented to inhibit climbing) forming an eight-foot-tall two or three-sided box around tree.
- 4.6.5 Cut cattle panels to form to the contour of the ground.

5.0 Removal of Fencing

- 5.1 The Contractor shall perform no dozing or pushing of material across the ground associated with removal of fencing with/without replacement.

5.2 With Replacement Fence

- 5.2.1 Where new fence is to be installed, if existing fence is on the property line or is within City property, the Contractor shall remove and dispose of existing fence unless otherwise specified by Contract Manager or designee during the project kickoff meeting. This fence removal will be included in the line item price for new fence and will not be paid separately.
- 5.2.2 If existing fence is not on City property, the Contractor shall leave existing fence intact unless otherwise instructed by Contract Manager during the project Kickoff meeting.
- 5.2.3 Where newly installed fence terminates, and existing fence remains, the Contractor shall tie existing fence to new fence brace to eliminate gaps.

5.3 Without Replacement Fence

The Contractor shall:

- 5.3.1 Remove all existing interior fencing and gates and dispose of them offsite, as assigned. The Contractor may be required to leave some of the old fencing in place as instructed by the Contract Manager or designee during the project kickoff meeting. All materials shall be disposed of properly or recycled.
- 5.3.2 Pull from the ground or cut off flush with ground all existing metal pipe and t-posts leaving cement footer.
- 5.3.3 Leave in place or cut flush with ground all existing untreated wooden fencing materials such as stays or posts. The Contractor shall scatter cut wooden fencing material at least 30-feet way from two-track roads. Contractor shall not pile cut wooden material. Any treated wood (CCA, Creosote, etc.) will be removed from the property and disposed of properly.

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- 5.3.4 Ensure all metal is reclaimed, recycled, or otherwise disposed of in accordance with state and local regulations.
- 5.3.5 Cut brush that is intertwined with existing fence to effectively remove all the targeted fence materials.
- 5.3.6 Scatter any cut brush 30 feet from any roadway and any such debris shall be left less than 2 feet in height.

6.0 Brush Clearing

The Contractor shall:

- 6.1 Ensure brush clearing along the fence line and access routes is compliant with Contract and Tract Manager's instructions regarding BCP endangered species habitat. A maximum of an eight-foot path on BCP lands and a minimum of twelve-foot path on WQPL lands shall be cleared, never exceeding the eight and twelve feet, unless otherwise approved by the Contract Manager or Tract Manager. Approval to exceed the eight feet and twelve-foot paths shall be in writing and must be approved prior to clearing
- 6.2 Follow oak wilt prevention protocols including immediately spraying any cuts on oak with pruning spray and properly disinfecting cutting equipment between cuts on different oak trees. (see Attachment E) The protocols can be viewed at the following link:

http://www.austintexas.gov/sites/default/files/files/Planning/City_Arborist/Oak_Wilt_Policy.pdf
- 6.3 Once clearing has been completed, the Contract Manager or designee shall walk the site to assure that all Oak Wilt Protocols have been met
- 6.4 Immediately paint with wound dressing any cuts and wounds on all tree species, except Ashe juniper (cedar). If a tree is cut down, Contractor shall paint the stump cut.
- 6.5 Ensure that limbs that are cut are flush with the primary stem/trunk or ground leaving minimal (less than two inches) stubs or stumps.
- 6.6 Request tree species identification by the Contract Manager, Tract Manager or designee. The Contract Manager, Tract Manager or designee will identify tree species at project kickoff meeting. This request will be identified in the project kickoff meeting and prior to clearing vegetation.
- 6.7 Not remove any tree greater than eight inches D.B.H., on WCD Property, nor any tree that contributes to forest canopy on the BCP, without approval from the Contract Manager or Tract Manager.
- 6.8 In an eight-foot strip (maximum) (No minimum) along the BCP. When feasible, it is acceptable to reduce the eight-foot strip of vegetation clearing on BCP Projects as identified in the project kickoff meeting.
- 6.9 A twelve-foot strip (minimum) (No Maximum) on WQPL property line and extending into City property, the Contractor shall clear tree and brush species less than eight

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inches in diameter (DBH) from the strip. **Failure to adhere to this guideline may result in termination of the contract.** This measure will be addressed through verbal communication at the project Kickoff meeting and through spot checks every 1-2 days during the project. A final walk through will be performed after clearing completion to assure these guidelines are met.

- 6.10 Not cut trees greater than 19 inches in diameter at breast height (DBH) on BCP and WQPL properties. Trees are okay to be removed, up to eight inches in diameter. Trees over eight inches in diameter need prior approval from Contract Manager, Tract Manager or designee before removal.
- 6.11 On BCP only, if not identified during project kickoff meeting, the Contractor **shall have prior** approval from the BCP Program Manager before deviating the clearing and/or fence inward from the property boundary where topography and/or vegetation necessitates deviation.
- 6.12 Not clear vegetation on non-City properties. If vegetation rooted on non-City property has limbs extending onto City property, the Contractor shall trim the limbs at the property line. The Contractor shall trim limbs overhanging fences to four feet above the top of the fence. The Contractor shall not leave any cut materials on non-City properties at any time.
- 6.13 Be responsible for chipping all cut branches, trees, and/or shrubs and scattering this mulch within the work path on BCP. The Contractor shall scatter mulch prior to fence installation and spread within the eight-foot strip of clearing created, unless otherwise directed by the Contract Manager or designee.
- 6.14 On BCP, the Contractor may use a flail type implement (such as a Seppi) for chipping of cut brush and shrub clearing only. All vegetation between 3"-8" in DBH shall be hand cleared using chainsaws, unless otherwise approved by the Contract Manager or designee. In areas where chipping is not feasible and with the approval of the Contract Manager or designee as well as is the standard practice on fencing installed on WQPL (see section 5.8), the Contractor shall drag all branches, brush, and trees at least 50 feet from the fence line and disperse them on-site. All brush shall be removed by chainsaw, no clearing with a skid steer.
 - 6.14.1 The Contractor shall not pile dragged brush more than two feet in height.
 - 6.14.2 The Contractor shall not chip or mulch on the WQPL.
 - 6.14.3 The Contractor shall ensure all cuts are made at ground level leaving no more than 2 inches of the cut brush or tree sticking up. This applies to both the WQPL and the BCP properties.
- 6.15 Not cut additional clearing for access roads or trails other than those described in this Scope without prior approval from the Tract Manager.

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7.0 Health and Safety Requirements

The Contractor shall:

- 7.1. Adhere to all OSHA, City and local codes, State and Federal laws, and regulations concerning safety. The Contractor shall be responsible for assuring the safety of its employees and the public during performance of all services.
- 7.2. Be responsible for instructing its own employees on appropriate safety measures and ensuring that safety equipment is available and in working order. Spot checks will be conducted by the Contract Manager or designee to assure all OSHA and AW Safety Guidelines are met. All safety infractions will be documented by the Contract Manager or designee, with one or more safety violations may result in contract termination.
- 7.3. Have a minimum of two 5 lb. fire extinguishers at each work site and readily available for use if needed.
- 7.4. Perform no welding, grinding, torch work, smoking or other similar spark or heat-producing activity on red-flag warning days. The warning can be found at the following link: <http://www.srh.noaa.gov/ewx/?n:::firewx.htm>
- 7.5. During a burn ban, the Contractor shall conduct hot work according to the following Travis County Fire Marshal procedures:

https://www.traviscountytexas.gov/images/fire_marshall/docs/Hot_Works_Procedures_Eng.pdf

https://www.traviscountytexas.gov/images/fire_marshall/docs/Hot_Works_Procedures_Span.pdf
- 7.6. Notify Contract Manager or designee within thirty (30) minutes of any spill and accidental fires by the Contractor employees. The Contractor shall be responsible for cleaning up spills and extinguishing fires caused by the Contractor employees.
- 7.7. Provide each employee with proper identification that contains both the name of the Contractor and the employee. The employees shall always wear or carry proper identification while on City property.
- 7.8. Prepare a Wildfire Prevention Plan at project kickoff meeting, see Attachment D.
- 7.9. Not use tobacco products on any City worksite.
- 7.10. The City reserves the right to require the Contractor to dismiss from the premises any employee whose conduct is improper, inappropriate or offensive. Non-Contractor personnel and minors shall not be permitted on the job premises.

8.0 City's Responsibilities

The City will:

- 8.1 Provide the survey of project boundary for vendor to use to clearly locate and mark survey points.
- 8.2 Inspect and approve all clearing and access along access routes prior to commencement of fence installation and/or repair.
- 8.3 Review all schedule of work (Work Schedule Protocol) submitted on fence projects for review and approval prior to commencement of fence installation and/or repair.

**Attachment A
Fence Construction Data Sheet**

**CITY OF AUSTIN
FENCE CONSTRUCTION DATA SHEET**

COMPONENT	UNITS	SPECIFICATION
1. Barbed Wire		
Size	gauge	12 ½
Strands	number	5
Top Wire Height (average)	inches	52
Bottom height (average)	inches	6
2. Net Wire		
Size	gauge	10-47-6-12 ½
Fabric Height	feet	4
2 Strands of Barb Wire atop	gauge	12 ½
Top Wire Spacing	inches	3
3. Corner, Gate, and Pull Assembly Posts		
KIND	material	Steel pipe, galvanized or painted, Schedule 40 minimum, welded and capped
Length (minimum)	feet	8
Top Diameter (minimum)	inches	2 7/8"
Depth to set	feet	3
4. Line Posts (2 7/8 pipe every 100ft followed by t-posts every 20 ft., with stays at every 10ft)		
Kind	material	Steel pipe, galvanized or painted, Schedule 40 minimum, capped
Length (minimum)	feet	8
Top Diameter (minimum)	inches	2 7/8"
Depth to set	feet	3
Spacing (maximum)	feet	100
Kind (see General Construction and Material Criteria)	material	Steel T (painted)
Length	Feet	6
Depth to set	inches	16
Spacing (maximum)	feet	20
Stays (steel twist)	required	yes
Stay spacing	feet	10
5. Staples and Clips		
Wire clips		galvanized

Attachment A
Fence Construction Data Sheet

COMPONENT	UNITS	SPECIFICATION
6. Brace Assemblies		
Location	required	all gates, corners, Angle changes (>20DEG), Pulling points
Length (minimum) Deadman or "Double H Brace"	feet	8 required

Wire will be double wrapped at each brace termination.

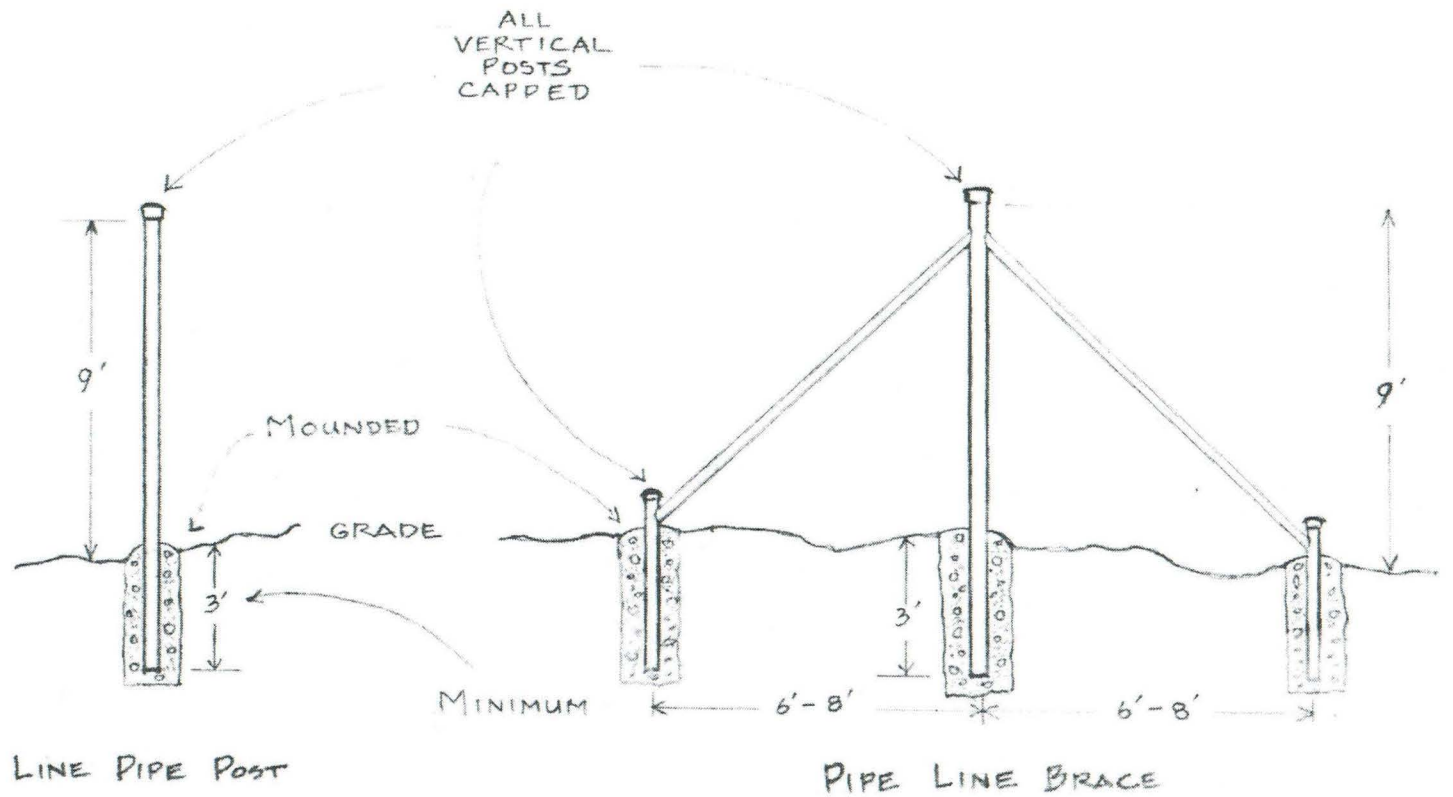
All wire splices will be Western Union.

General Construction and Materials Criteria are attached and supplement construction data for each fence segment.

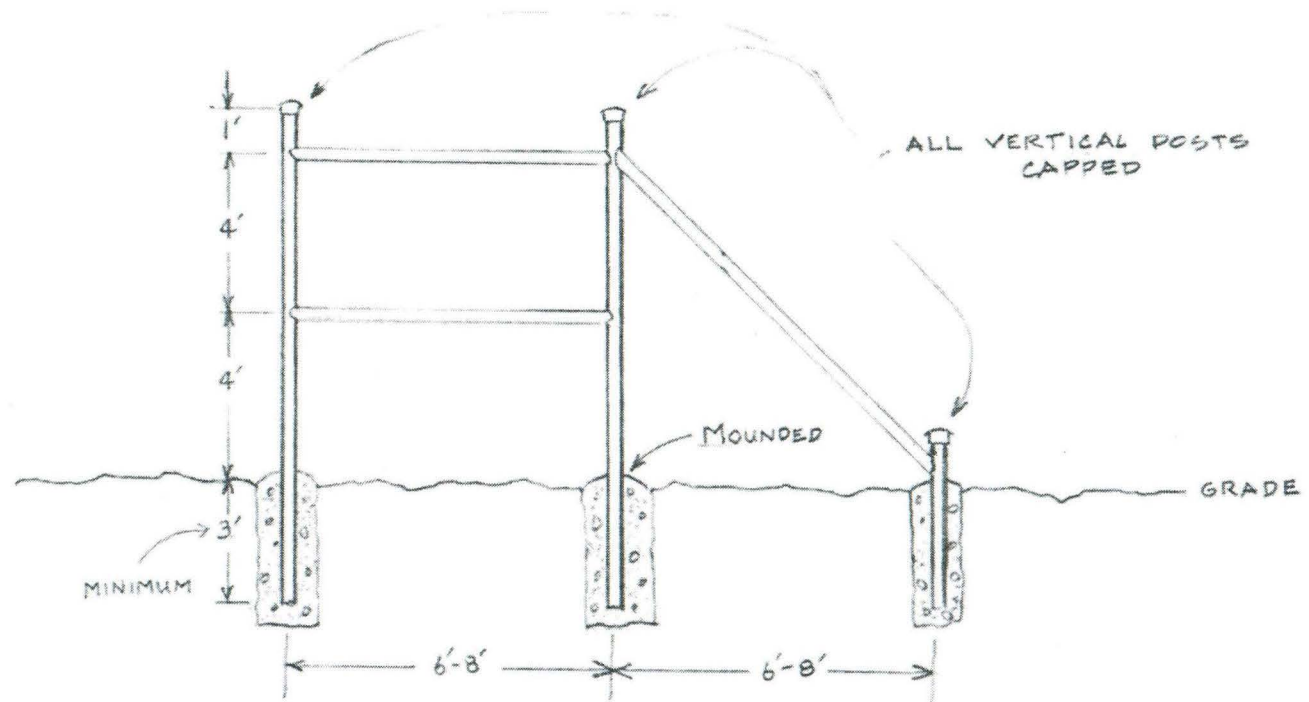
General Construction and Material Criteria

1. Fence line will be cleared of all brush or other vegetation which will interfere with fence construction (note: this project requires protection of numerous trees and neighbors' property)
2. Gage – Foreign made 12 ½ gage and heavier malleable steel barbed wire (not high tensile) must equal or exceed 950 pounds-force break strength. If lab tests are needed, three wire samples of the lot under consideration will be tested. The average strength of the samples will be the basis for acceptance. If any single samples has less than 900 pounds-force break strength the entire lot shall be disqualified.
3. Twist wire stays will be installed at no more than 10 foot intervals, 15 foot intervals when standards call for t-post spacing exceeding 20 feet.
4. Line posts must be installed at significant high and low points along the fence to maintain proper wire height.
5. Steel Pipe
 - Steel
 - 2 7/8" diameter or larger, Schedule 40 minimum
 - Capped on top
 - All braces or other assemblies will be welded together
 - Painted or galvanized
6. Steel 2 7/8 Line posts must be set to a minimum depth of 36 inches in the soil. T-Posts will be set to a depth of 16 inches or the anchor plate on steel t posts must be at least 3 inches below the soil surface.
7. Wire clips for fastening wire to steel posts must be galvanized and similar to strength of fence wire.
8. Location of braces and/or end assemblies are required at all corners, gates, and when the angle of the fence changes more than 20 degrees.
9. Steel "T" posts must be new, painted, and a minimum of 1.25 pounds per foot length.
10. Spacing between pull post assemblies (double H Braces) may be no more than the length of a roll of wire (normally 1320') on straight pulls on flat topography.
11. Gates shall be galvanized tubular steel construction a minimum of 16 feet wide with a minimum of 7 tubes.
12. Any splicing of wire shall be accomplished using the method known as a "Western Union Splice" only
13. Wire will be double wrapped at each brace termination.

Attachment B
Drawings



Attachment B
Drawings



SCALE = $\sim \frac{1}{4}" - 1'$

Attachment C
Water Gap

Photo #1

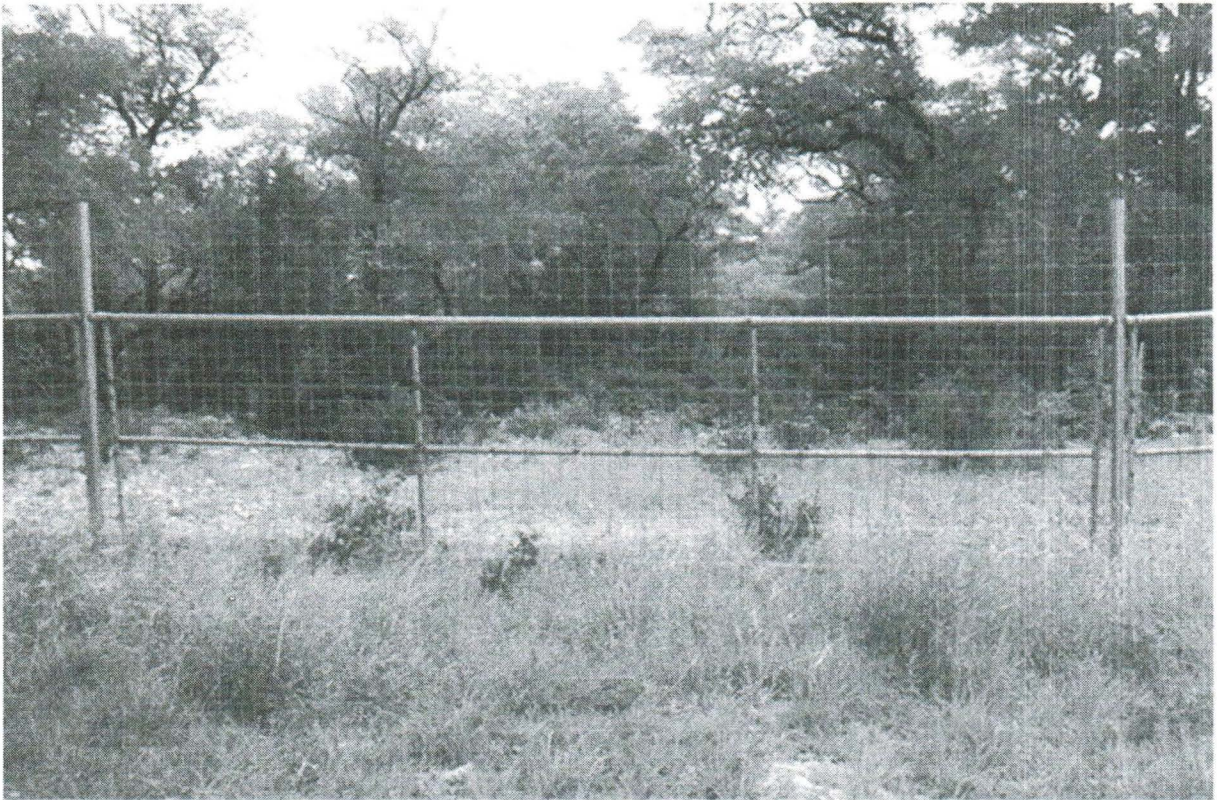
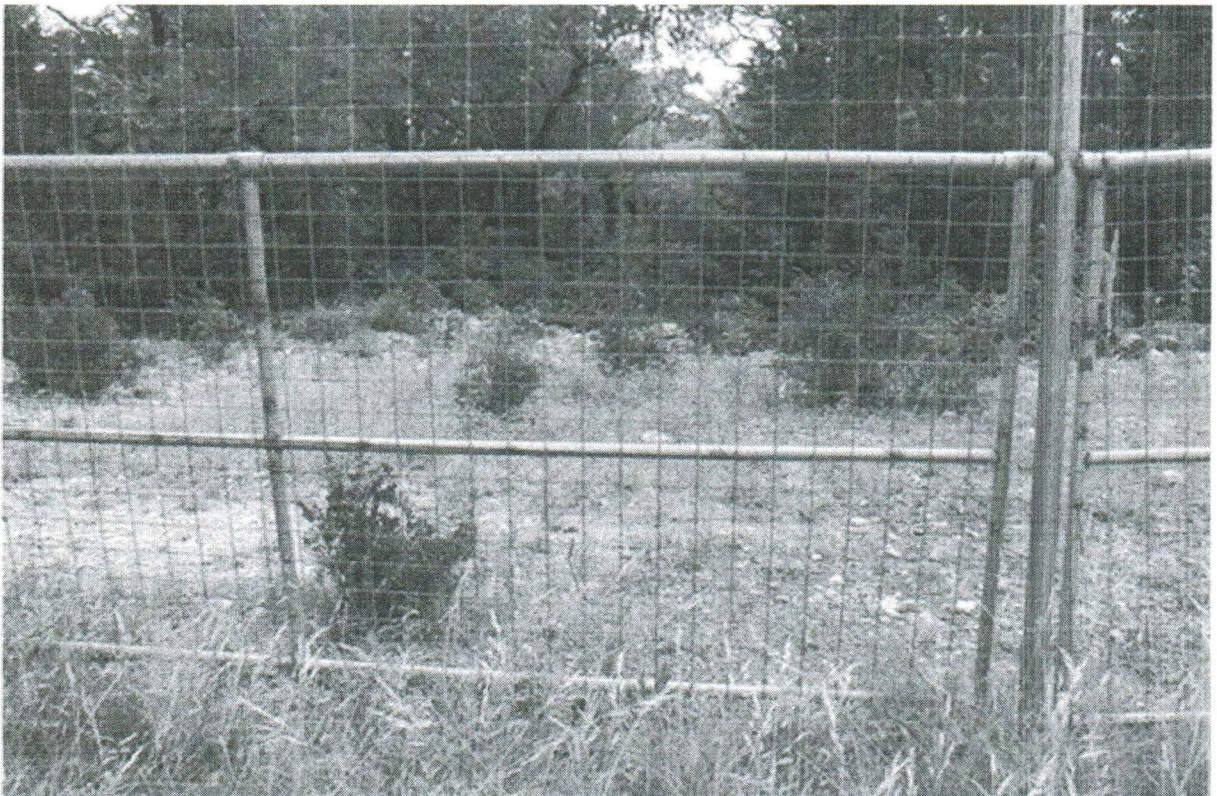
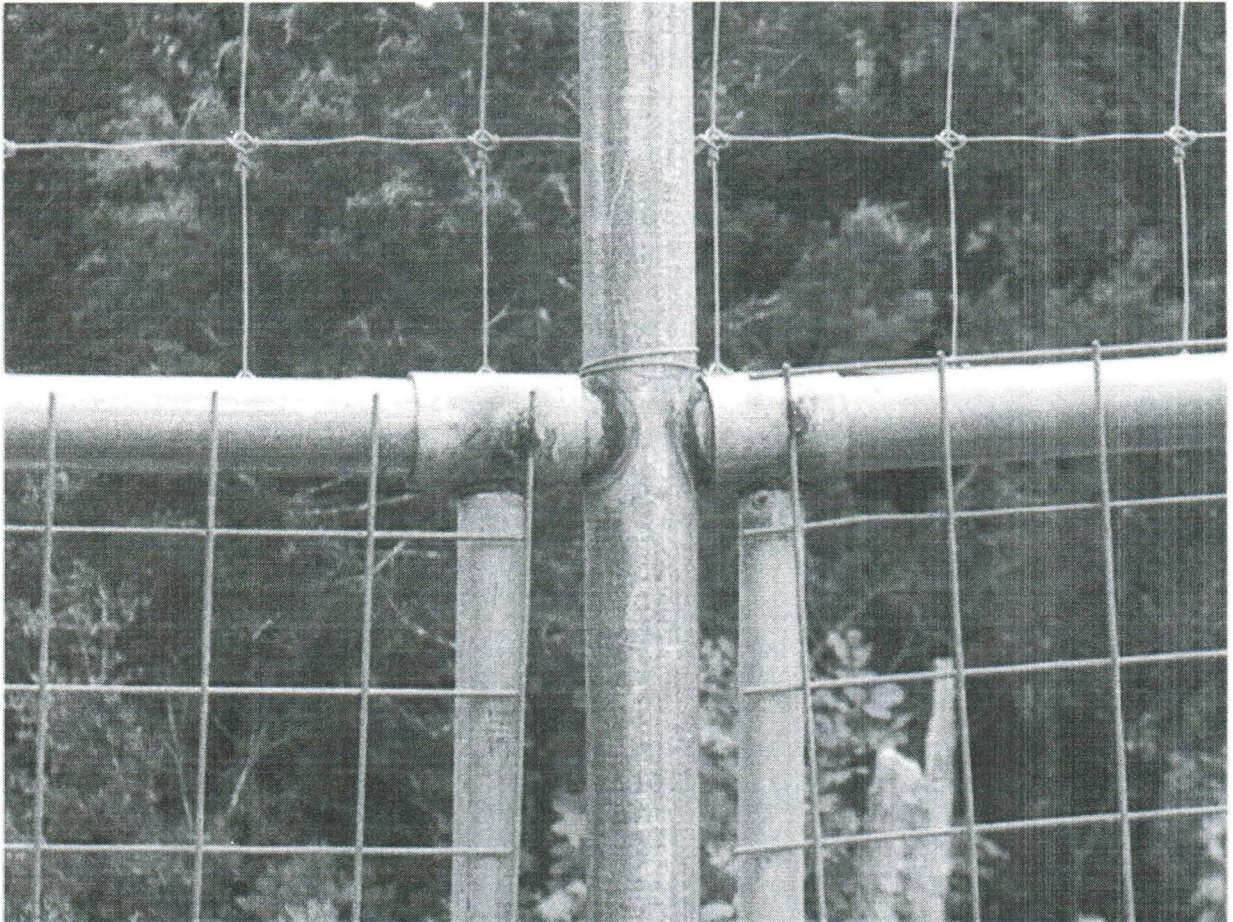


Photo #2



Attachment C
Water Gap

Photo # 3



Attachment D
Wildfire Prevention Plan

Wildfire Prevention Plan Template

Location of Work:

- BCP: _____
- WQPL: _____
- Tract name(s): _____
- Nearest gate address: _____

GPS Coordinates: _____

Date(s): _____

Type of work:

Specifics of Work:

Number of personnel: _____

Fire prevention/ suppression equipment on site: _____

Fire prevention preparation: _____

Fire department jurisdiction: _____

Spotter: During active high fire danger periods a member of the work group will be designated as a spotter to observe and report potential wildfire ignitions. During hot work such as welding, or high-risk activities such as operation of vehicles or power equipment in heavy fuels the spotter will be dedicated only to that responsibility.

- Name of designated spotter: _____

Emergency contact: An emergency contact will be the designated point of contact who will be available in the event Wildland Conservation Division Management needs to contact a project team in the field.

- Name of emergency contact: _____
- Best method of contact: # _____

Personnel: _____

Supervisor: _____

Phone: _____

Project Manager WCD: Rick Hudson

Phone: (512) 940-3164

Attachment E
Oak Wilt Policy

CITY OF AUSTIN
OAK WILT PREVENTION POLICY

1. Purpose and Scope

The purpose of this Oak Wilt Prevention Policy is to identify measures that City staff and City-hired contractors and their sub-contractors, who perform the services of removing or trimming trees, will take to prevent the spread of oak wilt.

2. Definitions

Oak Wilt Disease: A tree disease caused by the fungus, *Ceratocystis fagacearum*. The fungus infects the vascular system of a tree. The vascular system contains vessels which transport moisture throughout the tree. The vessels of an infected tree effectively become blocked by the infection of the fungus and cannot transport adequate moisture to sustain a healthy or living tree. In most cases, the result is tree mortality.

3. Prevention Policy

- 3.1. Prior to beginning field work, all City staff associated with projects involving potential contact with oak trees shall be made aware of the City's official Oak Wilt Policy by receiving and reading a written copy of this policy. Staff receiving a written copy of the policy shall include, but not limited to, project managers, equipment operators responsible for removing or trimming trees, or operators using heavy equipment which could cause wounding of susceptible oaks in the use of the equipment. In addition, individual City departments will provide a written copy of the Oak Wilt Policy to contractors participating in City projects in areas where oak trees are present before initiating field work.
- 3.2. When possible, City staff and contractors should avoid trimming or pruning Live Oaks and Red oaks (Spanish, Shumard, Texas Red, and Blackjack oaks) from Feb 1 To June 30.
- 3.3. At all times and irrespective of limb size, all cuts and wounds to oak trees shall be dressed immediately using a non-phytotoxic tree wound dressing. Stump cuts and damaged roots (both above and below ground) shall also be dressed.
- 3.4. Disinfection of pruning tools, saws, and related equipment is mandatory during the trimming or pruning of oak trees. Disinfection of tree removal and trimming equipment shall occur before work begins in a project area, between work in individual oak trees, and again prior to leaving a project area. Acceptable disinfectants include either aerosol disinfectant or a 10 percent bleach-water solution.

*NOTE: Although this policy would require the disinfection of pruning equipment before and between oak trees as a precaution, research does not substantiate disinfection as a means of preventing the transmission of the oak wilt disease.

Attachment E
Oak Wilt Policy

4. Disposal Policy

- 4.1. Chipping or shredding the wood from infected trees to use as mulch is an acceptable means of recycling the wood. Chipping or shredding allows the wood to dry out quickly, thereby killing the fungus.
- 4.2. Burning diseased wood is an acceptable means of disposal. Burning diseased logs will kill the fungus, and the fungus will not spread with the smoke.

Created by Chris Dolan, Oak Wilt Arborist

City Arborist Program, PDRD

Revision 04/18/2011

CITY OF AUSTIN

OAK WILT PREVENTION POLICY

2

Created by Chris Dolan, Oak Wilt Arborist

City Arborist Program, PDRD

Revision 04/18/2011

Contract Manager: Rick Hudson (cell 512-940-3164), (desk 512-972-1684)
Fire Manager: Luke Ball (cell 512-940-3452), (desk 512-972-1683)
WQPL Manager: Kevin Thuesen (cell 512-632-8064), (desk 512-972-1666)
BCP Manager: Nico Hauwert (cell 512-695-4597), (desk 512-972-1661)
WCD Manager: Sherri Kuhl (cell 512-299-6775), (desk 512-972-1664)

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Hill Country Fence, Inc.	
Physical Address	6500 E Hwy 71, Spicewood, TX 78669	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	<input checked="" type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input checked="" type="radio"/> Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0700: Reference Sheet

Responding Company Name Hill Country Fence, Inc.

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name	_____
Name and Title of Contact	_____
Project Name	_____
Present Address	_____
City, State, Zip Code	_____
Telephone Number	() _____ Fax Number () _____
Email Address	_____
<i>SEE ATTACHED</i>	
2. Company's Name	_____
Name and Title of Contact	_____
Project Name	_____
Present Address	_____
City, State, Zip Code	_____
Telephone Number	() _____ Fax Number () _____
Email Address	_____
3. Company's Name	_____
Name and Title of Contact	_____
Project Name	_____
Present Address	_____
City, State, Zip Code	_____
Telephone Number	() _____ Fax Number () _____
Email Address	_____

References for Hill Country Fence

Ben Reyna Construction	Shane	210-372-0077
Barcom Construction		361-851-1000
LCRA Ferguson Power Plant	Wendy Schrieber	800-776-5272
LCRA Wirtz Dam	Curtis Holland	830-596-7158
Travis County Parks	Glen Gillman	512-844-7480
Travis County BLP	Linda Lack	512-845-1685

City of Austin, Texas

Section 0800

NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin

Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

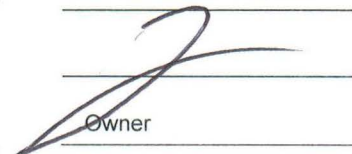
Dated this 25th day of May, 2019

CONTRACTOR

Authorized
Signature

Title

Hill Country Fence, Inc.



Owner

Section 0815: Living Wages Contractor Certification

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than \$15.00 per hour.

- (1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than \$15.00 per hour:

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title
LEE HODGE	HCF Inc	Prime	\$156.25 HR	Vice President

- (2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$15.00 per hour.
- (3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$15.00 per hour.

Contractor's Name: Hill Country Fence, Inc.

Signature of Officer
or Authorized
Representative:



Date: May 25, 2019

Printed Name:

Lee Hodge

Title

Owner

Section 0835: Non-Resident Bidder Provisions

Company Name Hill Country Fence, Inc.

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: IFB 2200 GLB1013REBID

SOLICITATION TITLE: WILDLANDS ROUGH TERRAIN FENCING SERVICES

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name	Hill Country Fence INC.		
City Vendor ID Code	V00000926847		
Physical Address	6500 Hwy 71		
City, State/Zip	Spicewood, TX 78669		
Phone Number	830-798-9883	Email Address	HCF.INC@AUSTIN.TXwebc.c
Is the Offeror City of Austin M/WBE certified?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		
<p>Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed Subcontracting/Sub-Consulting Utilization Form, and if applicable my completed Subcontracting/Sub-Consulting Utilization Plan, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the Request For Change form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my Subcontracting/Sub-Consulting Utilization Plan, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my Request for Change form.</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 40%;"> <p style="font-size: 1.2em; margin: 0;"><i>LEE HUGHES</i></p> <p style="margin: 0;">VP</p> </div> <div style="width: 40%; text-align: right;"> <p style="font-size: 1.2em; margin: 0;">9/27/19</p> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 40%;">Name and Title of Authorized Representative (Print or Type)</div> <div style="width: 40%; text-align: right;">Signature/Date</div> </div>			

Section 0905: SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: IFB 2200 GLB1013REBID

SOLICITATION TITLE: WILDLANDS ROUGH TERRAIN FENCING SERVICES

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

- ☐ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

- ☐ I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST –

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL of the following CHECK BOXES MUST be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation CANNOT be added or changed after submission of the bid.**

- ☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.
- ☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the **Austin Metropolitan Statistical Area**, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: IFB 2200 GLB1013REBID

SOLICITATION TITLE: WILDLANDS ROUGH TERRAIN FENCING SERVICES

- ☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

- ☐ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.

- ☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: IFB 2200 GLB1013REBID
SOLICITATION TITLE: WILDLANDS ROUGH TERRAIN FENCING SERVICES

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

I have reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

Reviewing Counselor Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

Director/Assistant Director or Designee Date

**SECTION 0600-BID SHEET
CITY OF AUSTIN
WILDLANDS ROUGH TERRAIN FENCING SERVICES**

SOLICITATION NO. IFB 2200 GLB1013REBID

Special Instructions: The City intends to award one contract based on overall low cost or multiple awards based on individual or sections/groups of specific line items, cost, or any criteria or combination deemed most advantageous to the City.

Be advised that exceptions taken or qualifying statements made to any portion of the solicitations may jeopardize acceptance of the bid and may result in disqualification of the bid. Prices being submitted shall include **ALL** discounts, handling and shipping charges, FOB Destination.

A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item.

The quantities noted below are annual estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed. Quantities are provided as a guide based on historical usage. Actual purchases may be more or less.

Failure to respond to each section of this bid sheet may result in disqualification of your bid.

CATEGORY 1 - SERVICES

The Contractor shall provide all labor, transportation, equipment, labor, tools, incidentals, expendable items, and personnel protective equipment necessary for proper execution and completion of the fencing services. These services include fencing installation, removal, repair, and routine and preventive maintenance for all types wildlands rough terrain fencing as described in Section 0500 - Scope of Work.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	Barbed Wire Fence Installation	3,000	Linear Feet	\$8.50	\$25,500.00
2	Netwire Fence Installation	15,000	Linear Feet	\$8.75	\$131,250.00
3	Woven Wire Game Fence Installation	40,000	Linear Feet	\$11.00	\$440,000.00
4	Field Wire Game Fence Installation	10,000	Linear Feet	\$11.00	\$110,000.00
5	Water Gap Structure Along Woven Wire Game Fence Installation	2,000	Linear Feet	\$80.00	\$160,000.00
6	Water Gap Structure Along Barbed Wire Fence Installation (suspended cable)	400	Linear Feet	\$30.00	\$12,000.00
7	Installation 8' Gate Assembly (Gate, H-Braces, & Associated Hardware)	10	Each	\$560.00	\$5,600.00
8	Installation 4' Gate Assembly (Gate, H-Braces, & Associated Hardware)	10	Each	\$560.00	\$5,600.00
9	8' Corner Brace Installation, High Game and Woven Wire Game Fence	50	Each	\$500.00	\$25,000.00
10	4' Corner Brace installation, Net wire & Barb Wire Fence	50	Each	\$500.00	\$25,000.00
11	8' H-Brace Installation, High Game and Woven Wire Game Fence	200	Each	\$500.00	\$100,000.00
12	4' H-Brace Installation, Net Wire & Barb Wire Fence	100	Each	\$500.00	\$50,000.00
13	8' Line Brace Installation, High Game and Woven Wire Game Fence	75	Each	\$500.00	\$37,500.00
14	4' Line Brace Installation, Net Wire & Barb Wire Fence	30	Each	\$500.00	\$15,000.00

**SECTION 0600-BID SHEET
CITY OF AUSTIN
WILDLANDS ROUGH TERRAIN FENCING SERVICES**

15	Tree Bracing Installation	50	Each	\$800.00	\$40,000.00
16	Fencing Removal (without replacement)	15,000	Linear Feet	\$2.00	\$30,000.00
17	Brush Clearing, cut and drag, 12 ft. wide	20,000	Linear Feet	\$3.00	\$60,000.00
18	Brush Clearing, mulching 8 ft. wide	23,000	Linear Feet	\$3.00	\$69,000.00
SUBTOTAL OF CATEGORY 1					\$1,341,450.00

CATEGORY 2 - LABOR RATE -REPAIRS

Hourly labor rate for repairing of fencing and related fencing repairs services excluding the labor for services in Category 1 and Material cost in Category 3. This bid includes labor, transportation, equipment, tools, incidentals, expendable items, and personnel protective equipment for all repairs.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL HOURS	UNIT OF MEASURE	HOURLY RATE	EXTENDED PRICE
11	Emergency repair REGULAR HOURS: Monday thru Friday, 6:00 A.M. and 6:00 P.M.	80	Hours	\$225.00	\$18,000.00
12	Emergency repair NON REGULAR HOURS: Monday thru Friday 6:01 P.M.-5:59 A.M., all day Weekends and Holidays	80	Hours	\$500.00	\$40,000.00
13	Non-emergency repair	240	Hours	\$190.00	\$45,600.00
SUBTOTAL OF CATEGORY 2					\$103,600.00

Category 3 - MARK-UP TO COST FOR MATERIALS

Proposer shall indicate the markup percentage to cost for materials used in Category 1 services. This does not include, gates in Category 2, labor, transportation, equipment, tools, incidentals, expendable items, and personnel protective equipment. The percentage markup(s) shall remain fixed throughout the term of the Contract including any subsequent renewal periods. The Contractor receipt of purchased material, that was approved by the City, must accompany invoice.

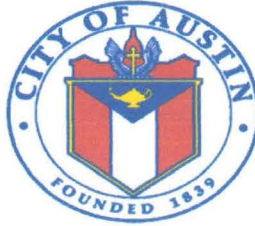
Item #	Description	Estimated Annual Expenditure	Markup to Costs (Percentage)	Extended Price
14	Fencing materials billable as approved by the City (not to exceed 25%)	\$150,000.00	25.00%	\$187,500.00
SUBTOTAL OF CATEGORY 3				\$187,500.00

TOTAL EXTENDED PRICE FOR CATEGORY 1-3 \$1,632,550.00

Please check the boxes below as confirmation.

<input checked="" type="checkbox"/>	Offer Sheet - required
<input checked="" type="checkbox"/>	Bid Sheet (Section 0600) -required
<input checked="" type="checkbox"/>	Local Business Presence Identification Form (Section 0605) - required
<input checked="" type="checkbox"/>	Reference Sheet (Section 0700) -required
<input checked="" type="checkbox"/>	Non-Discrimination and Non-Retaliation Certification (Section 0800) -required
<input checked="" type="checkbox"/>	Nonresident Bidder Provisions (Section 0835)- required
<input checked="" type="checkbox"/>	Subcontracting/Sub-Consulting Utilization Form (Section 0900) - required

PRINTED COMPANY NAME: _Hill Country Fence, Inc._



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: **IFB 2200 GLB1013REBID** Addendum No: **1** Date of Addendum: **5/24/19**

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Questions:

The following questions were posed by one or more contractors in writing. Each question (Q) is followed by its answer (A).

1. (Q) In the bid docs it says to send in employee certifications with bid submittal for equipment operation. What type of certification do you require for that if any.

(A) There is no certification however there would be a requirement for demonstration at the site before they would be allowed on property.

- II. Clarifications:** The sign in log is attached for all those that attended the Pre-Bid on May 22, 2019.

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: Georgia L. Billela, Procurement Specialist III
Purchasing Office, 512-974-2939

ACKNOWLEDGED BY:

HCF, INC. [Signature] 5/27/19
SUPPLIER AUTHORIZED SIGNATURE DATE

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Georgia Billela / 4-2939	PM Name/Phone	Rick Hudson / 2-1684
Sponsor/User Dept.	Austin Water/2200	Sponsor Name/Phone	Darrell Richmond / 2-0313
Solicitation No	IFB 2200 GLB1013REBID	Project Name	Fencing on WQPL, Searcy Tract and BCCP
Contract Amount	3,750,000 (750,000 per year)	Ad Date (if applicable)	5/06/2019
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input checked="" type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source* <input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
Provide Project Description**			
Austin Water is seeking a Contractor to install new fences and remove old fences from various land. Fences provide security for and keep wildlife out of Austin Water properties in Hays, Williamson, and Travis Counties. Contractor will install barbed wire and net wire fencing, replace old fencing, and remove unneeded fencing.			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
Previous solicitation, IFB MDD0201, No goals were established for the project. No subcontractors were utilized. GLB1013 No goals			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
98815 - Fence installation and repair.			
Georgia Billela		4/30/2019	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY		
Date Received	4/30/2019	Date Assigned to BDC
4/30/2019		
In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:		
<input type="checkbox"/> Goals	% MBE	% WBE
<input type="checkbox"/> Subgoals	% African American	% Hispanic
	% Asian/Native American	% WBE

GOAL DETERMINATION REQUEST FORM

☐ Exempt from MBE/WBE Procurement Program

☒ No Goals

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|--|---|
| <input type="checkbox"/> Insufficient availability of M/WBEs | <input type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input checked="" type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Other |

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

There are 9 certified firms available for this scope (98815)

Subcontracting Opportunities Identified

N/A

Amy Amaya

SMBR Staff

[Signature]

Signature/ Date

5/2/2019

SMBR Director or Designee

[Signature]

Date

5/2/19

Returned to/ Date: